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**From:** Brenda L. Tavera <BTavera@DDSFFIRM.com>  
**Sent:** Friday, July 31, 2015 11:36 AM  
**To:** Victoria.Reeder@usdoj.gov  
**Cc:** Berninger, Stephen; Karl.Fingerhood@usdoj.gov; Schmeltzer, Hope;  
jcstull@continentalht.com; trsvcs@hotmail.com; Brian D. Langa; Michael A. Francis  
**Subject:** Continental Heat Treating, Inc. - First Amended Tolling Agreement  
**Attachments:** L - Reeder, Victoria (USDOJ) re CHT First Amended Tolling Agreement.07-31-15.pdf;  
First Amended Tolling Agreement dtd 08-01-2015 [CHT - Executed].pdf

Please see attached letter and enclosure to letter from Michael A. Francis, Esq. in connection with the above-referenced matter. If questions arise, please contact Mr. Francis.

Thank you.

Brenda L. Tavera  
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FIRST AMENDED TOLLING AGREEMENT  
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL  
RESPONSE, COMPENSATION AND LIABILITY ACT,  
RELATING TO THE OMEGA CHEMICAL CORPORATION SUPERFUND SITE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. §9601, *et seq.*, against **Continental Heat Treating, Inc.** ("Defendant") for, inter alia, the recovery of unreimbursed response costs at the Omega Chemical Corporation Superfund Site in Los Angeles County, California (the "Tolled Claims").

The United States and Defendant ("Parties") enter into this First Amended Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this First Amended Tolling Agreement, the period commencing on August 1, ~~2014~~2015 and ending on August 1, 2016, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This First Amended Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this First Amended Tolling Agreement. Nor does this First Amended Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This First Amended Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this First Amended Tolling Agreement may be extended for such period of time as the Parties agree to in writing.
6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to defendant. Where the



United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This First Amended Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendant or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties, or any claims that Defendant may have.

9. The Parties acknowledge that federal law imposes an obligation to implement a litigation hold when litigation is reasonably anticipated. ~~The Parties agree that at least as~~ As of the date of this agreement, ~~they~~ the United States represents that it reasonably anticipates litigation over the Tolloed Claims.

10. This First Amended Tolling Agreement is effective upon execution by the Defendant, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This First Amended Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this First Amended Tolling Agreement that is not set forth in this First Amended Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this First Amended Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this First Amended Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency and upon Defendant and its successors.

#### SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this First Amended Tolling Agreement by its duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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HENRY FRIEDMAN  
Assistant Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
(with authority by Karl Fingerhood or Deborah Gitin)

\_\_\_\_\_  
Karl Fingerhood or Deborah Gitin  
Senior Counsel  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice

Defendant consents to the terms and conditions of this First Amended Tolling Agreement by its duly authorized representative on this -1 day of August, 2015. The undersigned Defendant's agreement and consent to the terms and conditions of this First Amended Tolling Agreement is conditioned upon the United States providing the undersigned Defendant with a fully executed duplicate of this First Amended Tolling Agreement within 60 days of its effective date. Failure to provide the undersigned Defendant with a fully executed duplicate of this First Amended Tolling Agreement within 60 days of its effective date renders the First Amended Tolling Agreement null and void.

\_\_\_\_\_  
Continental Heat Treating, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_



JAMES C. STULL  
PRESIDENT

DEMETRIOU, DEL GUERCIO, SPRINGER & FRANCIS, LLP

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SENDER'S EMAIL ADDRESS  
MFRANCIS@DDSFFIRM.COM

SENDER'S DIRECT LINE  
(213) 624-8407 EXT. 144

July 31, 2015

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
AND E-MAIL – victoria.reeder@usdoj.gov**

Ms. Victoria Reeder  
U.S. Department of Justice  
Environmental & Natural Resources Division  
Environmental Enforcement Section  
301 Howard Street  
Suite 1050  
San Francisco, California 94105

Re: **Continental Heat Treating, Inc.  
First Amended Tolling Agreement related to the Omega Chemical  
Corporation Superfund Site ("Omega Site")**

Dear Ms. Reeder:

Enclosed is an original and a duplicate copy of the “First Amended Tolling Agreement For Claims Under The Comprehensive Environmental Response, Compensation and Liability Act, Relating To The Omega Chemical Corporation Superfund Site” (“Agreement”) that are signed by Mr. James C. Stull on behalf of Continental Heat Treating, Inc. (“CHT”).

Also, at the suggestion of a United States Department of Justice representative, enclosed is a self-addressed stamped envelope to use to return a fully executed duplicate copy of the Agreement to me on behalf of CHT.

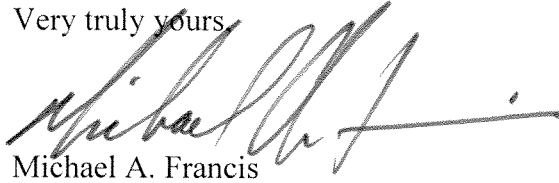
Please note that certain revisions and additions were made to the Agreement. Such revisions and additions (shown in red) are consistent with the “Tolling Agreement For Liability Act, Relating To The Compensation And Chemical Corporation Superfund Site.”

As explained to the United States Environmental Protection Agency (“EPA”) in certain correspondence, CHT has resolved all claims regarding the Omega Site in a December 12, 2005 Administrative Order on Consent (“AOC”). Although CHT has been sued since August, 2014 in connection with the Omega Site, CHT would still like to meet with the appropriate EPA and

Ms. Victoria Reeder  
July 31, 2015  
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DOJ representatives as soon as possible to resolve any misunderstandings the United States may have regarding the scope of the CHT settlement as set forth in the AOC.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael A. Francis", with a long horizontal stroke extending to the right.

Michael A. Francis

MAF/blt

Enclosures

cc: Stephen Berninger, Esq. (w/enc.) (Via E-mail - [berninger.stephen@epa.gov](mailto:berninger.stephen@epa.gov))  
Karl Fingerhood, Esq. (w/enc.) (Via E-mail - [karl.fingerhood@usdoj.gov](mailto:karl.fingerhood@usdoj.gov))  
Hope Schmeltzer, Esq. (Via E-mail - [Schmeltzer.hope@epa.gov](mailto:Schmeltzer.hope@epa.gov))  
Mr. James C. Stull (w/enc.) (Via E-mail - [jcstull@continentalht.com](mailto:jcstull@continentalht.com))  
Mr. Robert Schneider (w/enc.) (Via E-mail - [trsrv@hotmai.com](mailto:trsrv@hotmai.com))  
Brian D. Langa, Esq. (w/enc.) (Via E-mail - [blanga@ddsffirm.com](mailto:blanga@ddsffirm.com))